

EXHIBIT A

Insured: First Congregational Church of Detroit
Claim No: AA098997
EFI Global No: 94509-11829
December 20, 2017

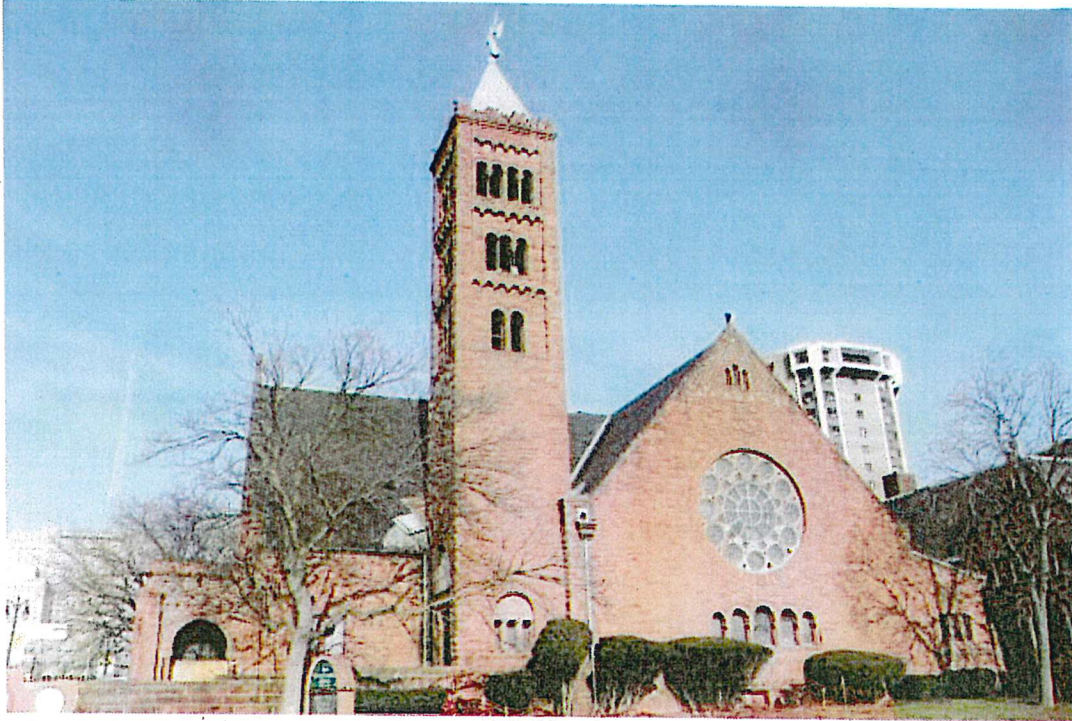


Photo 1
South elevation of the building.

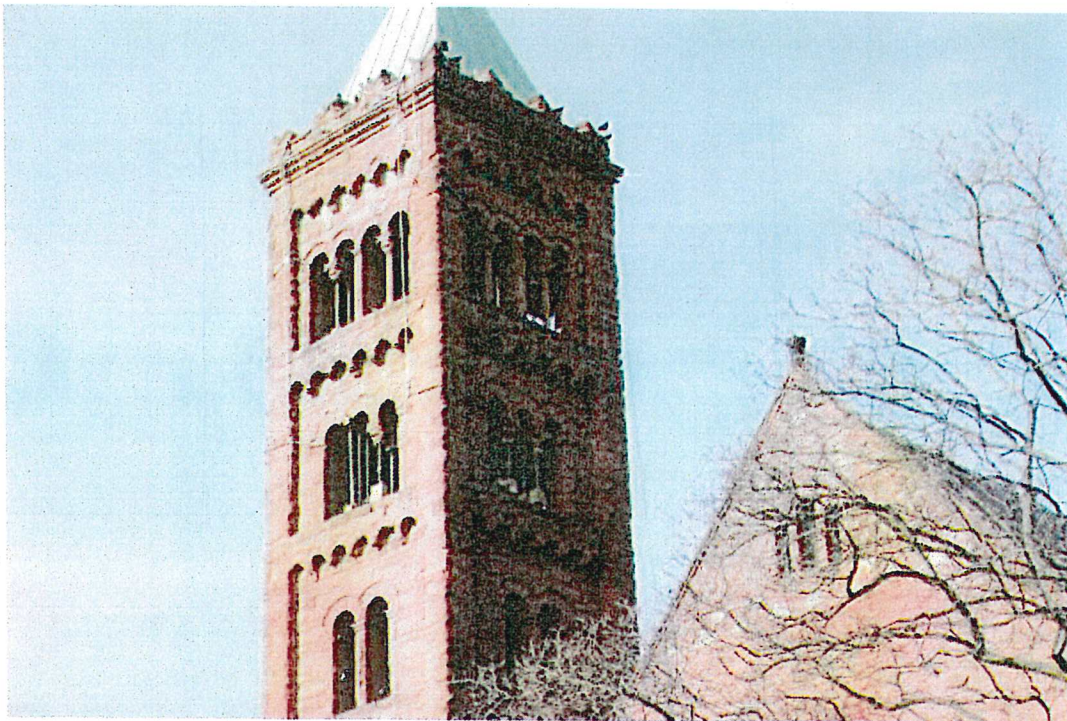


Photo 2
General view of the south and east elevations of the bell tower.

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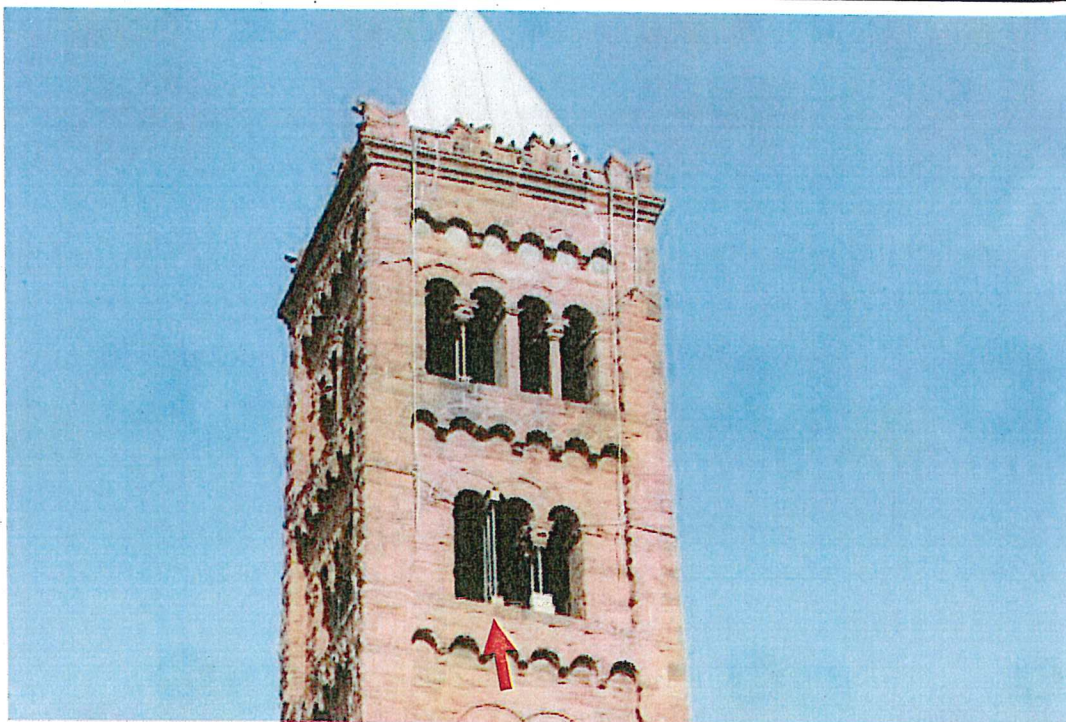


Photo 3

General view of the south face of the bell tower. There was evidence of 7 temporary supports and 1 existing column. The red arrow is pointing to the location of the collapsed columns and capstone on the reported DOL.



Photo 4

General view of the south face and east face of the bell tower. There was evidence of 6 temporary supports and 2 existing columns on the east face.

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Photo 5

General view of the west face of the bell tower. There was evidence of 8 temporary supports and 0 existing column.



Photo 6

General view of the top section on the north face of the bell tower. There was evidence of 4 temporary supports and 0 existing column.

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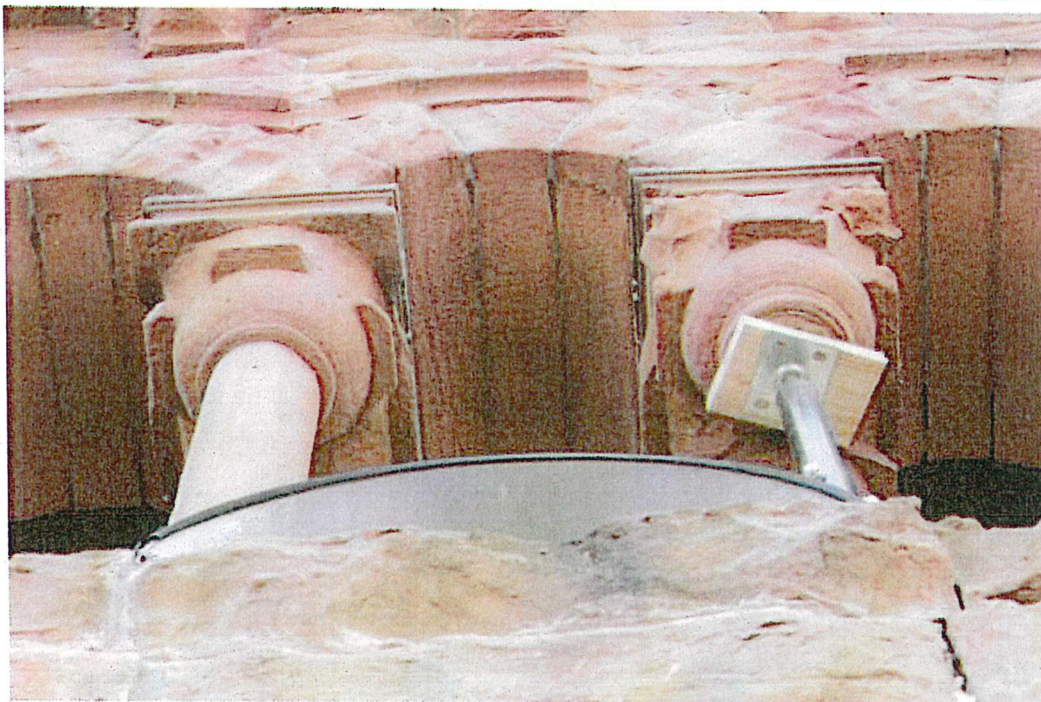


Photo 7

Close up view of the bottom columns on the north face of the bell tower. There was evidence of 3 temporary supports and 1 existing column.



Photo 8

General view of the capstone that collapsed on the reported DOL. The red arrows are pointing to the locations where the two circular columns support the capstone.

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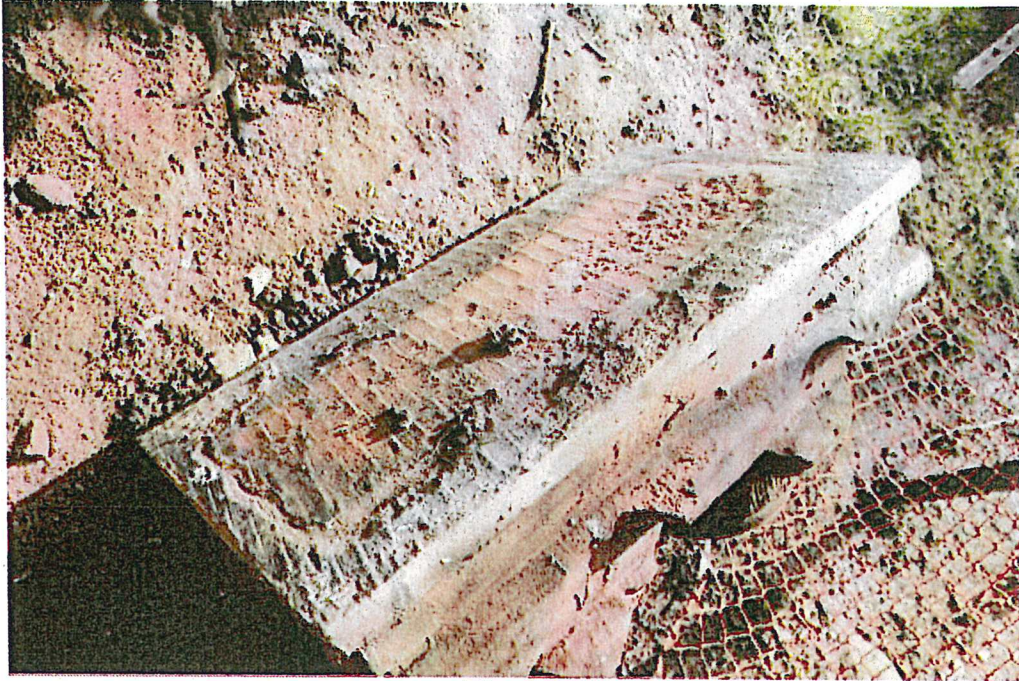


Photo 9

General view of the top of the capstone.



Photo 10

There was evidence of severe deterioration and small failures to the limestone elements on the exterior surface of the bell tower.

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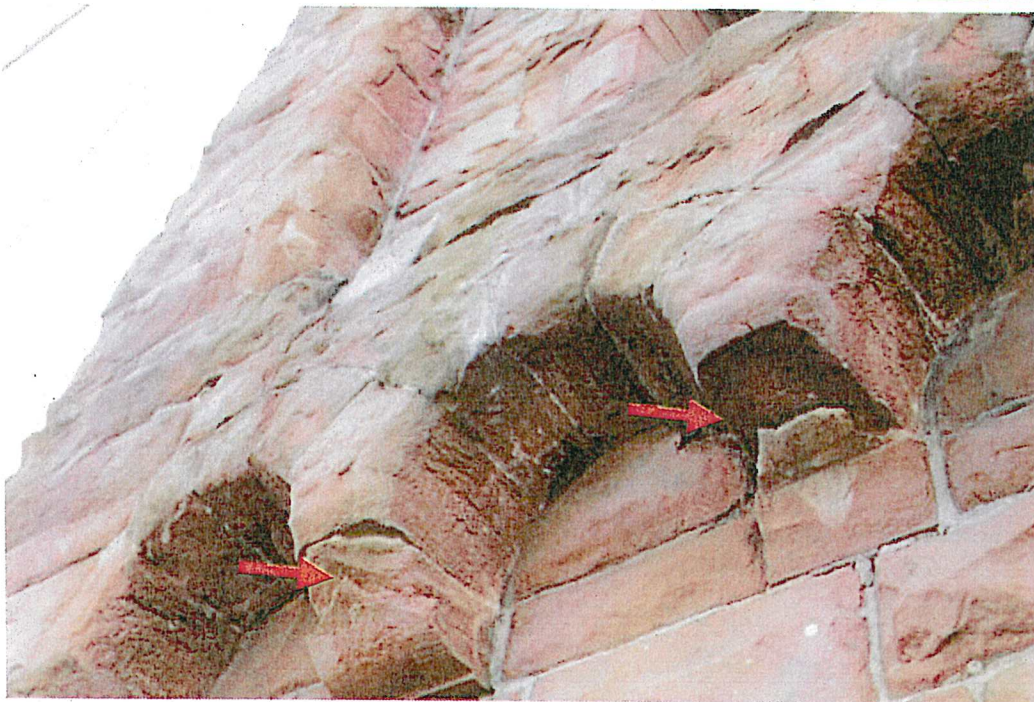


Photo 11

There was evidence of severe deterioration and failure to the limestone elements on the exterior surface of the bell tower.



Photo 12

The most severe deterioration around the windows in the bell tower typically occurred around the bottom limestone elements of the exterior openings.

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Photo 13

The most severe deterioration around the windows in the bell tower typically occurred around the bottom limestone elements of the exterior openings.



Photo 14

The evidence suggests that the structural components of the bell tower have been deteriorating and failing for years.

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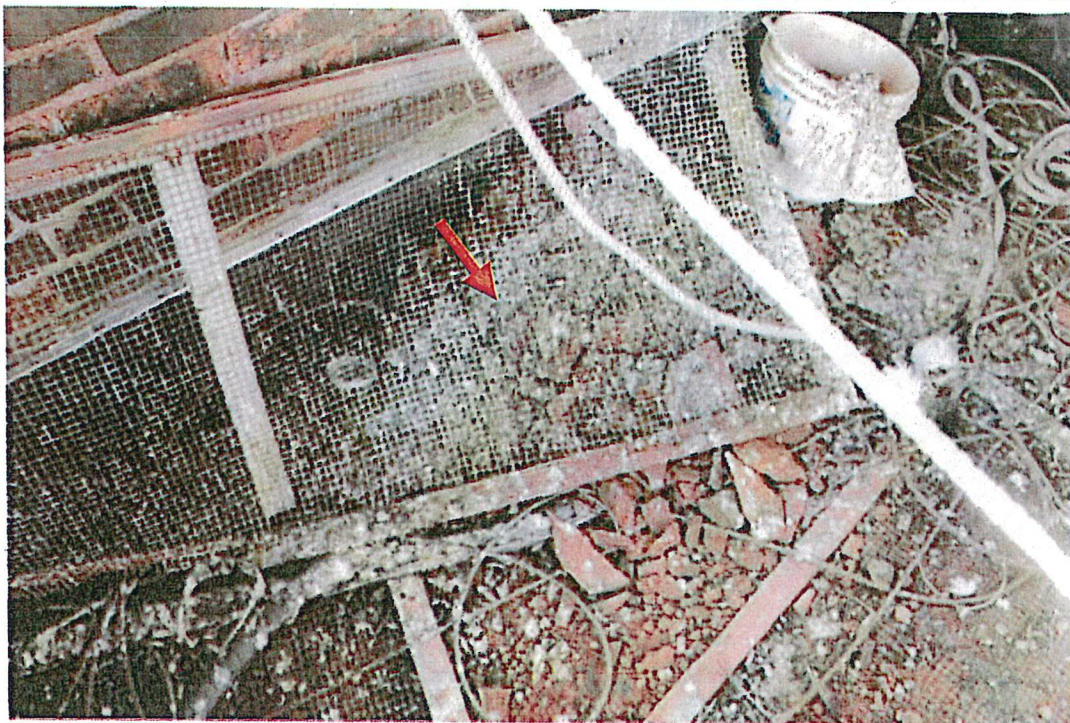


Photo 15

The evidence suggests that the structural components of the bell tower have been deteriorating and failing for years.

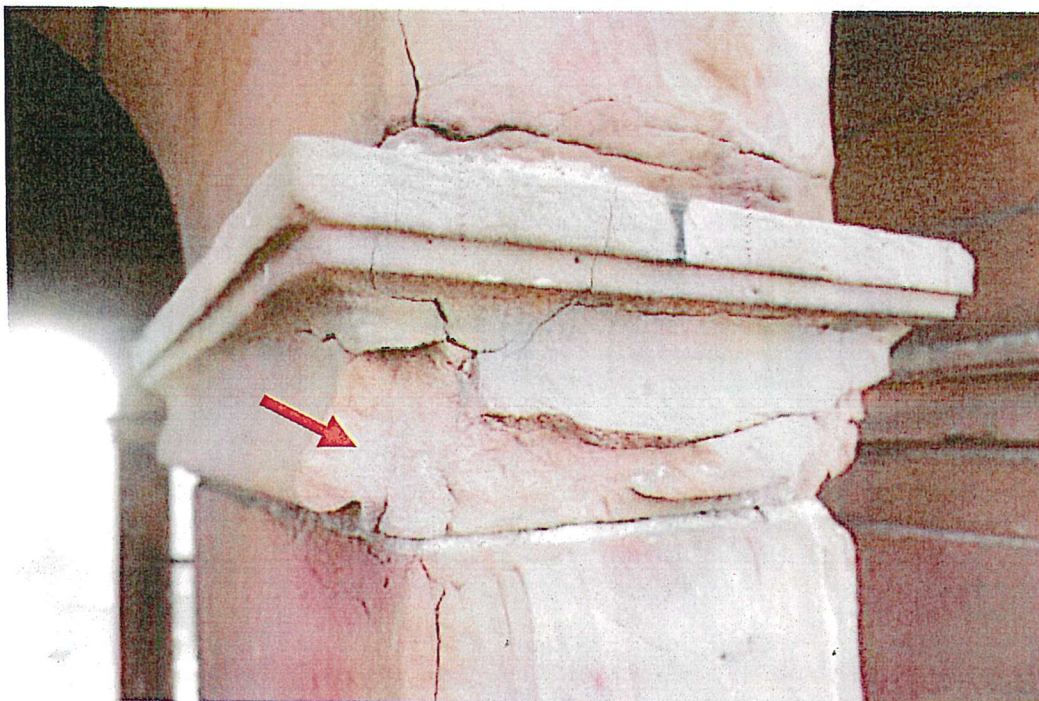


Photo 16

General view of deterioration at the top of a rectangular column.

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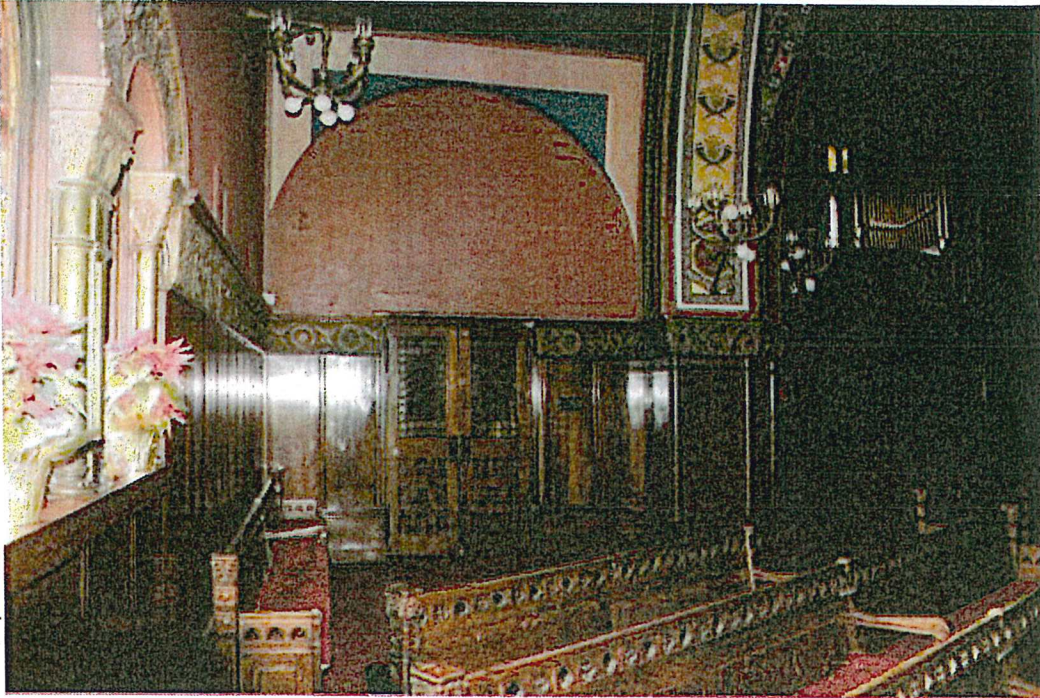


Photo 17
General view of the entry into the bell tower.



Photo 18
General view of the entrance up into the bell tower.

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Photo 19

There was evidence of long-term water intrusion and deterioration to the wood elements in the bell tower.



Photo 20

There was evidence of long-term water intrusion and damages to the plaster walls in the bell tower.

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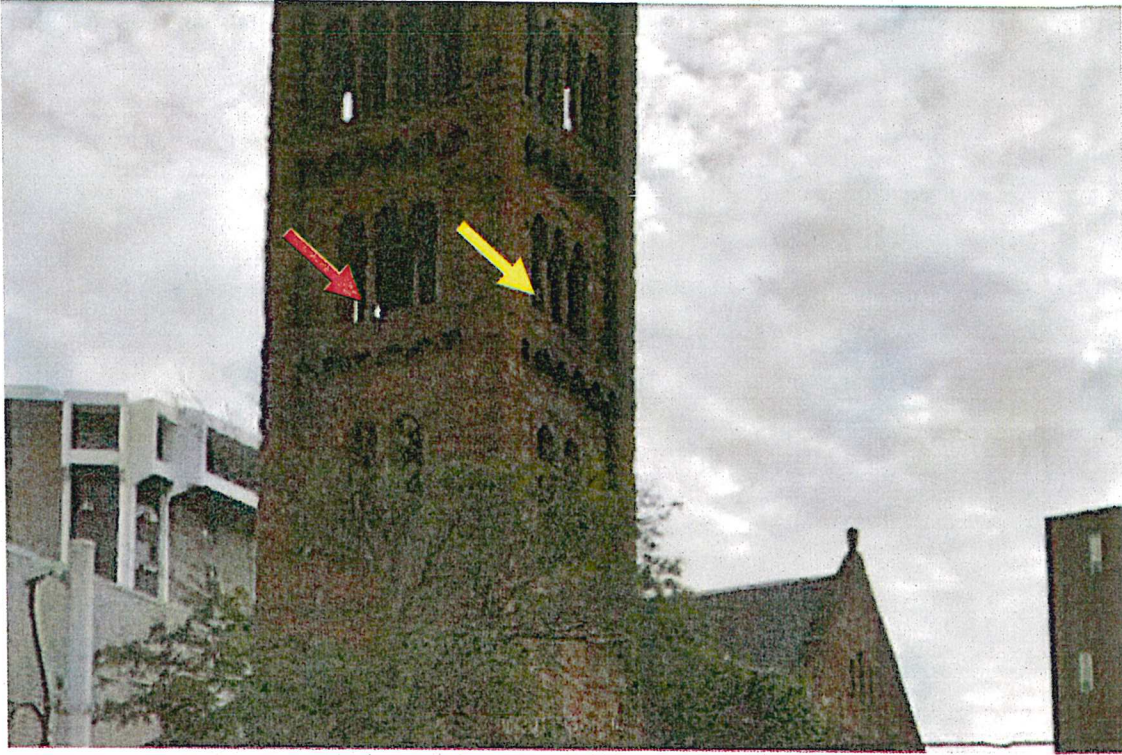


Photo 21

Google Earth street view of the bell tower in July of 2017. The red arrow is pointing to the column seen in Photograph 22 on the west face of the bell tower. There is evidence that this column was severely deteriorated. The yellow arrow is pointing to the exterior column that collapsed on the reported DOL. The visual evidence suggests it was in similar condition as the column seen in Photograph 22.

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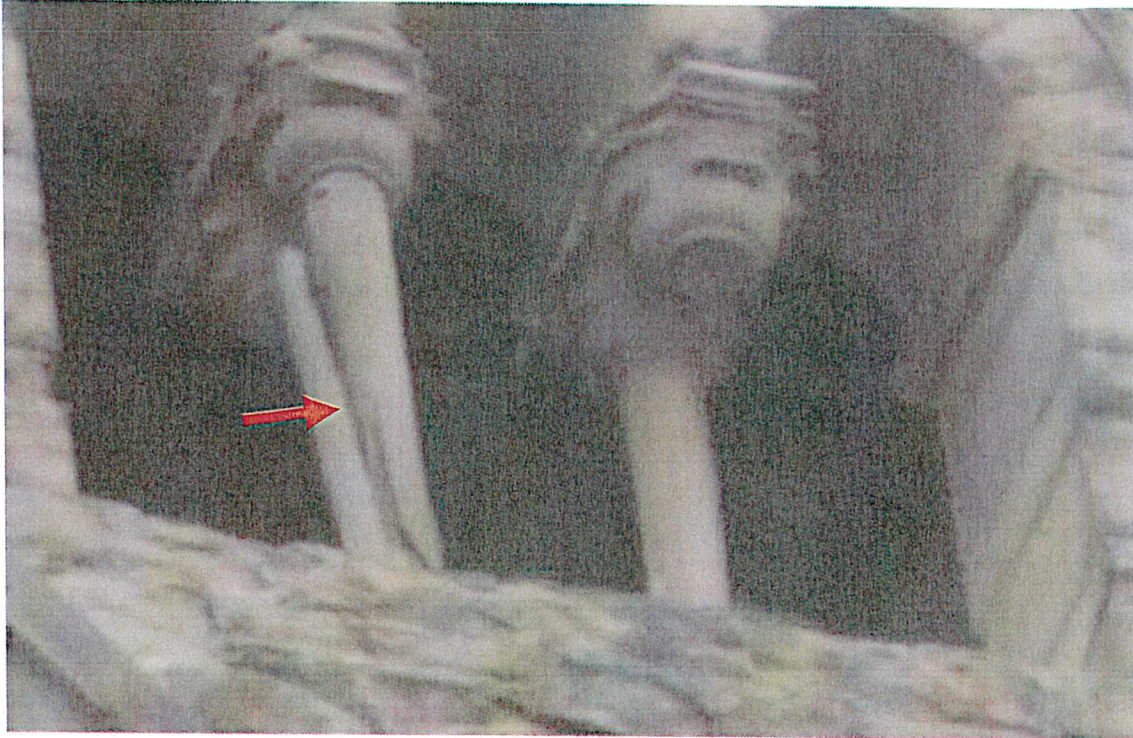


Photo 22

Photograph taken in August of 2017 by EFI Global. The photograph illustrates that one column was severely deteriorated and that there are two missing columns. The red arrow is pointing at the deteriorated column seen in Photograph 21.

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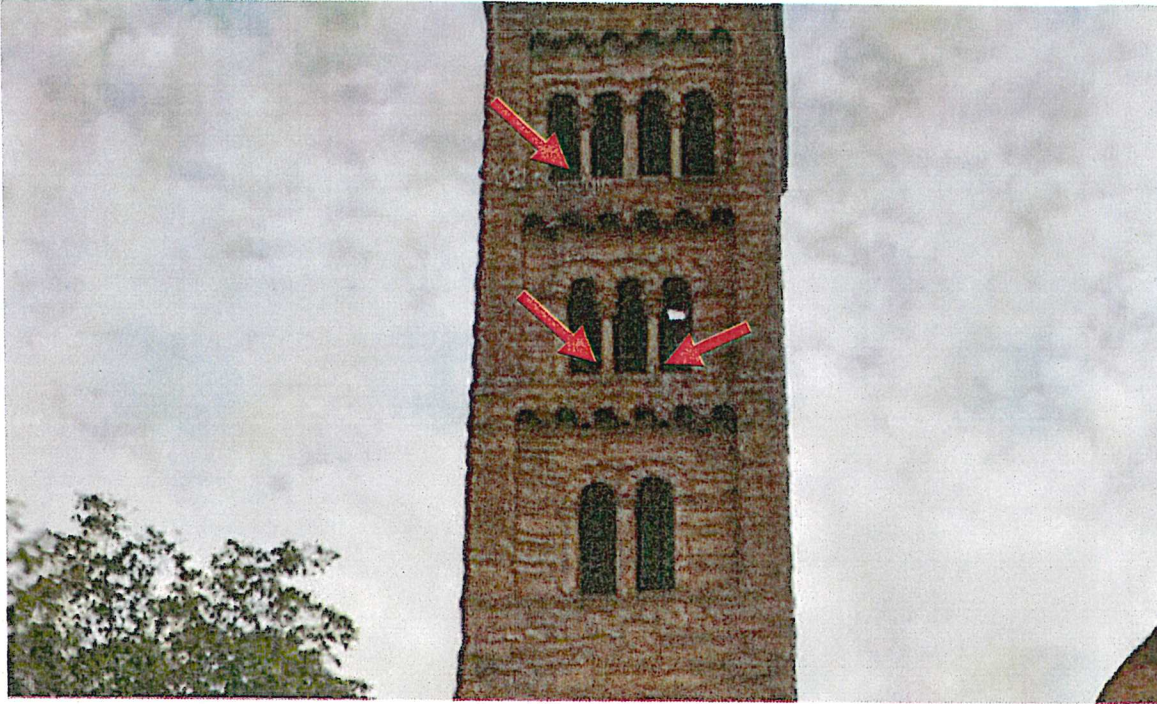


Photo 23

Google Earth street view of the bell tower in July of 2017. General view of the south face of the bell tower. There is visual evidence that the bottom portion of three exterior columns were severely deteriorated.

EXHIBIT B

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION

FIRST CONGREGATIONAL CHURCH
OF DETROIT,

Plaintiff,

vs.

GUIDEONE INSURANCE COMPANY,

Defendant.

U.S. District Court No.
Hon.

Wayne County Circuit Court
Case No. 18-001221-CK

BERTRAM L. MARKS (P47829)
TIFFANY R. BRENT (P80738)
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wsztykiel@jshlawmi.com

Matthew A. Cohen (P78655)
Co-Counsel for Defendant
GuideOne Specialty Mutual Insurance
PO Box 14503
Des Moines, IA 50306-3503
(847) 205-4390
mcohen@guideone.law

DEFENDANT'S ANSWER TO COMPLAINT

DEMAND FOR TRIAL BY JURY

AFFIRMATIVE DEFENSES AND DEMAND FOR REPLY

NOW COMES the above-named Defendant, GuideOne, by and through its attorney, Law Offices of Johnston, Sztzykiel & Hunt, P.C. and Matthew A. Cohen, and for its Answer to the Plaintiff's Complaint, states as following:

1. In answer to Paragraph 1, Defendant does not contest the fact that Plaintiff is an ecclesiastical corporation organized and existing under the laws of the State of Michigan with its principal place of business located in Wayne County, Michigan.

2. In answer to Paragraph 2, Defendant denies the allegations contained therein for the reason that said allegation is untrue.

3. In answer to Paragraph 3 Defendant does not contest the existence of a policy of insurance (the Policy), number 1435-326 entered between Plaintiff and Guide One Insurance Company on or about November 16, 2016. In further answering Paragraph 3, Defendant denies that the complete policy of insurance was attached as Exhibit 1 to the Complaint.

4. In answering Paragraph 4, Defendant neither admits nor denies the allegations contained therein since it is without sufficient knowledge or information to form a belief as to the truth of said allegations; Plaintiff is therefore left to his proofs.

5. In answering Paragraph 5, Defendant does not contest the fact that the Policy was, by its terms, in effect from November 16, 2016 to November 17, 2017 and afforded insurance to Plaintiffs, First Congregational Church of Detroit, against liability in accordance with terms, conditions, limitations, and amounts defined in the Policy.

6. In answering Paragraph 6, Defendant denies the allegations contained therein for the reason that said allegation is untrue.

7. In answering Paragraph 7, Defendant does not contest the fact that GuideOne has alleged that the damages sustained by First Congregational Church of Detroit fall within the exclusions outlined in the Policy.

8. In answering Paragraph 8, Defendant neither admits nor denies the allegations contained therein since it is without sufficient knowledge or information to form a belief as to the truth of said allegations; Plaintiff is therefore left to his proofs.

9. In answering Paragraph 9, Defendant neither admits nor denies the allegations contained therein since it is without sufficient knowledge or information to form a belief as to the truth of said allegations; Plaintiff is therefore left to his proofs.

10. In answering Paragraph 10, Defendant neither admits nor denies the allegations contained therein since it is without sufficient knowledge or information to form a belief as to the truth of said allegations; Plaintiff is therefore left to his proofs.

11. In answering Paragraph 11, Defendant neither admits nor denies the allegations contained therein since it is without sufficient knowledge or information to form a belief as to the truth of said allegations; Plaintiff is therefore left to his proofs.

12. In answering Paragraph 12, Defendant denies the allegations contained therein for the reason that said allegation is untrue.

13. In answering Paragraph 13, Defendant denies that the Wayne County Circuit Court has power under MCR 2.605 to adjudicate the matters at issue and enter its judgment declaring the rights of all parties to this action, due to the fact that this case has been removed to the United States District Court Eastern District of Michigan –Southern Division, based upon diversity of citizenship as set forth in 28 USC § 1441(b).

14. In answering Paragraph 14, Defendant denies the allegations contained therein for the reason that said allegation is untrue.

WHEREFORE, Defendant, GuideOne, prays that this Honorable Court enters a judgment of no cause for action in their favor with prejudice, together with an award of costs and attorneys' fees.

Respectfully submitted,

LAW OFFICES OF
JOHNSTON, SZTYKIEL & HUNT, P.C.

By: /s/ Witold Sztykiel
WITOLD SZTYKIEL (P27603)
Attorneys for Defendant
3250 West Big Beaver Road, #500
Troy, MI 48084
(248) 641-1800
wsztykiel@jshlawmi.com

Dated: _____, 2018

Matthew A. Cohen (P76555)
P.O. Box 14503
Des Moines, IA 50306
847/574/6922
mcohen@guideone.law

DATED: _____, 2018

DEMAND FOR TRIAL BY JURY

NOW COME the defendant, GUIDEONE INSURANCE, and hereby demand a trial by jury in the within cause of action.

Respectfully submitted,
LAW OFFICES OF
JOHNSTON, SZTYKIEL & HUNT, P.C.

By: /s/ Witold Sztykiel
WITOLD SZTYKIEL (P27603)
Attorneys for Defendant
3250 West Big Beaver Road, #500
Troy, MI 48084
(248) 641-1800
wsztykiel@jshlawmi.com

Dated: _____, 2018

Matthew A. Cohen (P76555)
P.O. Box 14503
Des Moines, IA 50306
847/574/6922
mcohen@guideone.law

Dated: _____, 2018

AFFIRMATIVE DEFENSES AND DEMAND FOR REPLY

NOW COMES the above-named Defendant, GUIDEONE INSURANCE, by and through its attorneys, Law Offices of Johnston, Sztykiel & Hunt, P.C. and Matthew Cohen, Esq., and for its Affirmative Defenses to the within cause, states as follows:

1. That Plaintiff's Complaint fails in whole or in part to state a claim upon which relief can be granted.

2. That Plaintiff's claim is barred by virtue of the fact that Plaintiff has failed to comply with all conditions precedent as set forth in the subject policy of insurance.

3. That Plaintiff's claim is barred by virtue of the fact that Plaintiff has failed to comply with all conditions subsequent as set forth in the subject policy of insurance.

4. That Plaintiff's claims are barred, in whole or in part, for the reasons set forth in the January 11, 2018 letter of denial, a copy of which is attached hereto and identified as *Exhibit A*.

5. That Plaintiff's claims will be barred and/or the subject policy of insurance will be subject to rescission if it is determined that the information supplied upon the application for the policy of insurance was materially fraudulent, false and/or misleading.

6. That Plaintiff's claims may in whole or in part be barred if it is determined that the information set forth in the Plaintiff's sworn proof of loss were materially fraudulent, false and/or misleading.

7. That Plaintiff's claims are in whole or in part barred for the reasons set forth in the December 11, 2017 Reservation of Rights, a copy of which is attached hereto and identified as *Exhibit B*.

8. That the Defendant hereby reserves the right to list such additional Affirmative Defenses as they are determined to exist during the course of discovery.

9. That Defendant demands a reply to these Affirmative Defenses.

Respectfully submitted,
LAW OFFICES OF
JOHNSTON, SZTYKIEL & HUNT, P.C.

By: /s/ Witold Sztykiel
WITOLD SZTYKIEL (P27603)
Attorneys for Defendant
3250 West Big Beaver Road, #500
Troy, MI 48084
(248) 641-1800
wsztykiel@jshlawmi.com

Dated: _____, 2018

Matthew A. Cohen (P76555)
P.O. Box 14503
Des Moines, IA 50306
847/574/6922
mcohen@guideone.law

Dated: _____, 2018

CERTIFICATE OF SERVICE

Witold Sztykiel hereby certifies that on March ____, 2018 he caused to be served a copy of the foregoing Defendant's Answer to Complaint, Demand for Trial by Jury, Affirmative Defenses and Demand for Reply and Certificate of Service via First Class Mail upon Betram Mark, Esq. and electronic filing with the U.S.D.C. E-Filing System.

/s/ Witold Sztykiel
Witold Sztykiel

EXHIBIT A



PO Box 14543
Des Moines, IA 50306-3538
www.guideone.com

December 11, 2017

FIRST CONGREGATIONAL CHURCH OF DETROIT
Attn: Cindy Rice
33 E Forest Ave
Detroit, MI 48201-1813

RE: Insured: FIRST CONGREGATIONAL CHURCH OF DETROIT
Policy No: 001435326
Claim No: AA098997
Date of Loss: October 11, 2017
Peril: Wind
Location: 33 E Forest Ave, Detroit, MI 48201-1813

Dear Cindy Rice,

We are in receipt of your claim for damage to the church caused by the column on the bell tower which fell. We are in the process of investigating your claim to determine the cause and extent of the damage to your building and the available coverage.

The intent of this Reservation of Rights is to preserve the rights of all parties and to permit an investigation of all matters relating to the said incident without incurring any admission of liability and to preserve without estoppels, waiver or forfeiture of any of the rights to any of the parties hereto.

This Reservation of Rights is executed due to the following reason(s): We have received a copy of the letter and photos from your engineering company which shows some columns on the bell tower have deteriorated.

Please direct your attention to the following coverage form under the subject policy endorsement **PCP2311 (04/09), BUILDING AND PERSONAL PROPERTY COVERAGE FORM**, which states in part:

A. COVERAGE

We will pay for the direct physical loss of or damage to Covered Property at the premises described in the Declarations caused by or resulting from any Covered Cause of Loss.

E. LOSS CONDITIONS

The following conditions apply in addition to the Common Policy Conditions and the Commercial Property Conditions.

3. Duties In The Event Of Loss Or Damage

- a. You must see that the following are done in the event of loss or damage to Covered Property:
 - (2) Give us prompt notice of the loss or damage. Include a description of the property involved.
 - (3) As soon as possible, give us a description of how, when and where the loss or damage occurred.

- (4) Take all reasonable steps to protect the Covered Property from further damage, and keep a record of your expenses necessary to protect the Covered Property, for consideration in the settlement of the claim. This will not increase the Limit of Insurance. However, we will not pay for any subsequent loss or damage resulting from a cause of loss that is not a Covered Cause of Loss. Also, if feasible, set the damaged property aside and in the best possible order for examination.
- (5) At our request, give us complete inventories of the damaged and undamaged property. Include quantities, costs, values and amount of loss claimed.
- (6) As often as may be reasonably required, permit us to inspect the property proving the loss or damage and examine your books and records.

Also permit us to take samples of damaged and undamaged property for inspection, testing and analysis, and permit us to make copies from your books and records.
- (7) Send us a signed, sworn proof of loss containing the information we request to investigate the claim. You must do this within 60 days after our request. We will supply you with the necessary forms.
- (8) Cooperate with us in the investigation or settlement of the claim.

Further, please refer to the following coverage form under the subject policy endorsement **PCP4314**, **CAUSES OF LOSS -- SPECIAL FORM**:

A. COVERED CAUSES OF LOSS

When Special is shown in the Declarations, Covered Causes of Loss means Risks Of Direct Physical Loss unless the loss is:

- 1. Excluded in Section B., Exclusions; or
- 2. Limited in Section C., Limitations;

that follow:

A. EXCLUSIONS

- 1. We will not pay for loss or damage caused by or resulting from any of the following:
 - d. (1) Wear and tear;
 - (2) Rust or other corrosion, decay, deterioration, hidden or latent defect or any quality in property that causes it to damage or destroy itself;
- 3. We will not pay for loss or damage caused by or resulting from any of the following, 3.a. through 3.c. But if an excluded cause of loss that is listed in 3.a. through 3.c. results in a Covered Cause of Loss, we will pay for the loss or damage caused by that Covered Cause of Loss.
 - a. Weather conditions. But this exclusion only applies if weather conditions contribute in any way with a cause or event excluded in Paragraph 1. above to produce the loss or damage.
 - a. Acts or decisions, including the failure to act or decide, of any person, group,

organization or governmental body.

b. Faulty, inadequate or defective:

- (2) Design, specifications, workmanship, repair, construction, renovation, remodeling, grading, compaction;
- (3) Materials used in repair, construction, renovation or remodeling; or
- (4) Maintenance;

of part or all of any property on or off the described premises.

GuideOne Specialty Mutual Insurance Company does not waive any conditions, limitations, provisions, terms, or, exclusions of the above quoted policy number. We specifically reserve the right to raise any additional conditions, limitations, provisions, terms or exclusions of the policy at a later time should you choose to pursue the matter.

GuideOne Specialty Mutual Insurance Company does not intend by this letter to waive any policy defenses in addition to those stated above but specifically reserves its right to assert such additional defenses at any time.

We ask you to notify us immediately if we have relied upon incorrect facts or if there are additional claims being made.

We are committed to providing our customers with excellent service.

Please contact me if you have any questions.

Sincerely,

GuideOne Specialty Mutual Insurance



Thomas Harrington
Senior Property Adjuster Field Examiner
P: 888-748-4326 x4042
F: 800-676-4457
tharrington@guideone.com



PO Box 14543
Des Moines, IA 50306-3538
www.guideone.com

January 11, 2018

FIRST CONGREGATIONAL CHURCH OF DETROIT
Attn: Cindy Rice
33 E Forest Ave
Detroit, MI 48201-1813

EXHIBIT B



PO Box 14543
Des Moines, IA 50306-3538
www.guideone.com

January 11, 2018

FIRST CONGREGATIONAL CHURCH OF DETROIT
Attn: Cindy Rice
33 E Forest Ave
Detroit, MI 48201-1813

RE: Insured: FIRST CONGREGATIONAL CHURCH OF DETROIT
Policy No: 001435326
Claim No: AA098997
Date of Loss: October 11, 2017
Peril: Unknown or Not Otherwise Provided For
Location: 33 E Forest Ave, Detroit, MI 48201-1813

Dear Cindy Rice,

We have concluded our evaluation of your claim and have found there to be no coverage under the above captioned policy.

Our inspection by Paul Izzo with EFI Global, Inc. revealed the collapsed columns and capstone had experienced significant weathering and deterioration causing them to fall from the building. Unfortunately, the policy does not cover damage caused by wear and tear or deterioration.

The coverage form under the subject policy endorsement **PCP2311 (04/09)**, entitled "**BUILDING AND PERSONAL PROPERTY COVERAGE FORM**" states in part:

A. COVERAGE

We will pay for the direct physical loss of or damage to Covered Property at the premises described in the Declarations caused by or resulting from any Covered Cause of Loss.

The following exclusions and limitations under the subject policy endorsement **PCP4314 (04/09)**, entitled "**CAUSES OF LOSS – SPECIAL FORM**" state in part:

B. EXCLUSIONS

2. We will not pay for loss or damage caused by or resulting from any of the following:
 - d. (1) Wear and tear;
 - (2) Rust or other corrosion, decay, deterioration, hidden or latent defect or any quality in property that causes it to damage or destroy itself;
3. We will not pay for loss or damage caused by or resulting from any of the following, **3.a.** through **3.c.** But if an excluded cause of loss that is listed in **3.a.** through **3.c.** results in a Covered Cause of Loss, we will pay for the loss or damage caused by that Covered Cause of Loss.
 - c. Faulty, inadequate or defective:
 - (2) Design, specifications, workmanship, repair, construction, renovation,

remodeling, grading, compaction;

- (3) Materials used in repair, construction, renovation or remodeling; or
- (4) Maintenance;

of part or all of any property on or off the described premises.

Based on the facts as we have investigated, the provisions and conditions or exclusions and limitations noted above do not provide coverage for your claim.

GuideOne Specialty Mutual Insurance does not intend by this letter to waive any policy defenses in addition to those stated above but specifically reserves its right to assert such additional defenses at any time. If you have in your possession any information that would assist us in reconsidering this matter, please provide that information to us immediately and in writing.

We are committed to proving our customers with excellent service.

Please contact me if you have any questions.

Sincerely,

GuideOne Specialty Mutual Insurance

A handwritten signature in black ink, appearing to read "Thomas Harrington", with a stylized flourish at the end.

Thomas Harrington
Senior Property Adjuster Field Examiner
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F: 800-676-4457
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